

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

SUNRISE HOSPITAL AND MEDICAL
CENTER, LLC,

Plaintiff,

vs.

LOCAL 1107 OF THE SERVICE
EMPLOYEES INTERNATIONAL UNION,

Defendant.

Case No.: 2:24-cv-01247-GMN-MDC

**REPORT AND RECOMMENDATION TO
DISMISS THE ACTION WITH PREJUDICE
PERSUANT TO THE PARTIES'
AGREEMENT**

The Hon. Gloria M. Navarro referred to me plaintiff's *Motion to Dismiss* (ECF No. 34). I **RECOMMEND** that plaintiff's *Motion to Dismiss* be granted and that plaintiff's claims be dismissed with prejudice, as the parties agreed during the May 15, 2025, hearing before me. Because the parties agreed to dismiss with prejudice, they also agreed to, and waived, their rights under Local Rules IB 3-1 and IB 3-2 to object to this Report and Recommendation.

NOTICE

This report and recommendation is submitted to the United States District Judge assigned to this case under 28 U.S.C. § 636(b)(1)(B).

SUMMARY

Plaintiff Sunrise Hospital and Medical Center, LLC ("Sunrise" or "plaintiff") initiated this case alleging that defendant Local 1107 of the Service of Employees International Union ("Union" or "defendant") breached the parties' collective bargaining agreement ("CBA") effective June 16, 2023, through March 31, 2026. *ECF No. 1 (Complaint)*. On October 23, 2024, the district judge denied plaintiff's *Motion for Preliminary Injunction* and granted in part defendant's *Motion to Dismiss*. *10/23/2024 Order, ECF No. 30*. Subsequently, the parties commenced discovery but agreed to a pause to allow for settlement discussions to develop. Ultimately, those settlement discussions broke down, resulting in a flurry of motions filed by the parties.

1 Plaintiff filed a *Motion to Dismiss* (ECF No. 34) and *Motion to Stay Discovery* (ECF No. 35). In
2 turn, defendant filed a *Unilateral Stipulation Regarding Discovery Dispute* (ECF No. 36)¹, a *Motion to*
3 *Stay Discovery* (ECF No. 37), and *Motion for Attorneys' Fees* (ECF No. 38). District Judge Navarro
4 referred to me plaintiff's *Motion to Dismiss* (ECF No. 34) so that I may resolve all foregoing pending
5 motions together.

6 On May 15, 2025, I heard the motions. Pursuant to, FRCP 41(a)(2), I explored with the parties
7 and considered potential terms that would be proper conditions to granting plaintiff's *Motion to Dismiss*.
8 *Id.* (“[A]n action may be dismissed at the plaintiff's request only by court order, on terms that the court
9 considers proper.”). Defendant requested that dismissal of plaintiff's claims be with prejudice, and they
10 be awarded their reasonable attorneys' fees and costs. After considering the parties' briefs and
11 arguments, I informed the parties that I intended to condition dismissal on plaintiff's paying defendant's
12 reasonable attorneys' fees and costs. Courts have discretion to award fees and costs as conditions for
13 dismissal under Rule 41(a)(2). *Kamal v. Eden Creamery, LLC*, 88 F.4th 1268, 1286 (9th Cir. 2023)
14 (“[W]e have repeatedly stated that a district court can award costs and attorney's fees as a condition of
15 dismissal without prejudice under Rule 41(a)(2)...”). After conferring with the parties, the parties
16 agreed to dismissal with prejudice as an alternative condition. Given the parties' agreement to dismissal
17 of plaintiff's claims with prejudice as a condition to granting plaintiff's *Motion to Dismiss*, the parties
18 also agreed to waive their rights under Local Rules IB 3-1 and IB 3-2 to object to my recommendation
19 that plaintiff's *Motion to Dismiss* be granted and that plaintiff's claims be dismissed with prejudice.

20 Because the other motions (ECF Nos. 35, 36, 37, 38) were not dispositive, I entered an order on
21 the record adjudicating those motions.

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25 ¹ The stipulation was filed pursuant to my 08/28/24 *Standing Order* (ECF No. 26) which provides,
among other things, procedures for resolving discovery disputes.

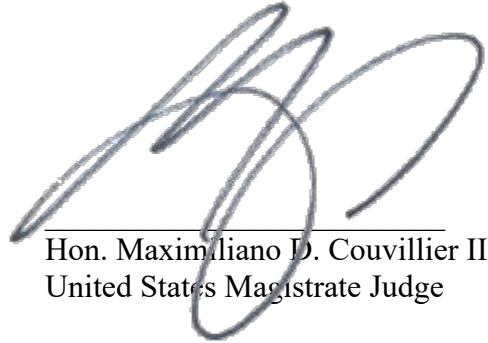
RECOMMENDATION

For the foregoing reasons,

I RECOMMEND that plaintiff's *Motion to Dismiss* (ECF No. 34) be **GRANTED** and that plaintiff's claims be **DISMISSED WITH PREJUDICE**, with each party to bear its own attorneys' fees and costs.

DATED: May 15, 2025

IT IS SO RECOMMENDED.



Hon. Maximiliano D. Couvillier III
United States Magistrate Judge